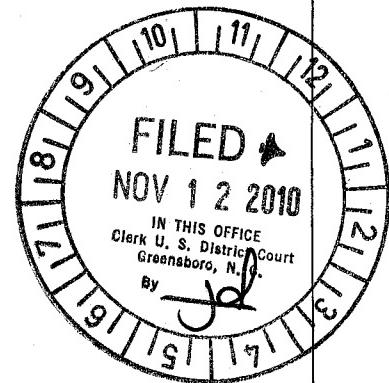


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9 IN THE UNITED STATES DISTRICT COURT
10 FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
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13 Hassie-Demond; Nowlin,)
14 Plaintiff pro se',)
15 v.) Case No.: 1:10cv857
16 NEW MILLENNIUM, Defendant) TRIAL BY JURY DEMANDED
17
18 Creditor

19 **PLAINTIFFS' STATEMENT OF CLAIM**
20

21 **STATEMENT UPON WHICH RELIEF CAN BE GRANTED**

22 COMES NOW the Plaintiff, **Hassie-Demond; Nowlin**.
23

24 At all times hereinafter mentioned, The Plaintiff was and still is a resident of Guilford
25 County, State of North Carolina. From here on **Hassie-Demond; Nowlin**, will be known
26 as The Plaintiff.

27 Plaintiff respectfully submits Plaintiffs Statement of Claim and Statement upon Which Relief
28 Can Be Granted.
29

Statement of Claim

The Defendant is a 3rd party debt collector, as such is governed under the law by The Fair Debt Collection Practices Act 15 USC Section §1601,*et seq.* The Defendants are also governed under the law by The Fair Credit Reporting Act 15 USC Section §1681, *et seq.* The State of North Carolina abides by and adheres to these laws. Thus establishing the jurisdiction of this honorable court. Specifically section 813 of the FDCPA and 618 of the FCRA.

The Plaintiff denies ever having any contractual agreement for credit, loans or services relationship with the Defendants.

Even if the Plaintiff did have such an agreement, which the Plaintiff denies, the alleged debt is not in question here. But the fact as to how it was or was not validated and wrongful actions of the Defendants in an attempt to collect and credit reporting of the alleged debt, violated the civil rights of the Plaintiff and the law as outlined in the Debt Collection Practices Act, 15 USC §1601,*et seq.* and the Fair Credit Reporting Act 15 USC §1681, *et seq.*

On or about April 16th 2007 the Defendant DID AN INQUIRY into Plaintiff's credit report.

The Plaintiff sent them a letter of Validation asking this person to provide proof of Permissible purposes of consumer reports under[15 U.S.C. § 1681b] the Plaintiff never had received any information from this company prior to the date .

Count I

§ 807. False or misleading representations [15 USC 1692e]

The failure to disclose in the initial written communication with the consumer and, in addition, if the initial communication with the consumer is oral, in that initial oral communication, that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose, **and the failure to disclose in subsequent communications that the communication is from a debt collector**, except

1 that this paragraph shall not apply to a formal pleading made in connection with a legal
2 action.

3

4 NOTE - The Omnibus Appropriation bill (13) which was signed into law on Sept. 30th, 1996
5 included an amendment to the Fair Debt Collection Practices Act. The amendment requires the
6 debt collector to give the mini-Miranda warning in the initial communication but, in all
7 subsequent communications with the debtor, the debt collector must disclose that ..."This
8 communication is from a debt collector."

9

10

11 This amendment became effective December 31, 1996. Attorneys who are involved either in the
12 collection process or with foreclosures and/or consumer bankruptcies must be alert to their
13 obligations under the Act. Once the first contact has been made with a debtor, a written
14 validation notice must be sent to the debtor, on a one-time basis, within five days (which must
15 also contain the mini-Miranda warning). Thereafter, **all communications with a debtor,**
16 whether written or oral, must contain the "mini-Miranda" warning. **This includes telephone**
17 **conversations,** correspondence, demand letters, stipulations, notices, discovery, receipts of
18 payment and post-judgment remedies.

19

20

21 NOTE - in accordance with the recent amendment, § 807(11) does not apply to formal legal
22 pleadings made in connection with a legal action.

23

24 The Defendant did not comply with the law when contacting the Plaintiff by failing to inform the
25 Plaintiff of his rights. **Plaintiff demands judgment for \$1000.00**

1
Count II

2 **§ 807. False or misleading representations [15 USC 1692e]**

3 On or about August 31st the Plaintiff sent a letter of validation to the Defendant asking to
4 provide proof of the alleged debt along with a limited cease and desist statement telling the
5 Defendant not to contact the Plaintiff at his place of work or by PHONE only to contact the
6 Plaintiff at his home by US Mail. This was sent by the Plaintiff by certified US Mail return
7 receipt requested. The Defendant received this on September 3th at 10:27AM PST. (See attached
8 receipt exhibit P1).

9
10 On or about September 26th 2010 the Defendant again contacted the Plaintiff by telephone at
11 approximately 2:00PM EST at his home and again failed to advise the Plaintiff of his civil rights
12 under the law by not invoking the consumer warning "this is an attempt to collect a debt and any
13 information will be used for that purpose". The failure to disclose in the initial written
14 communication with the consumer and, in addition, if the initial communication with the
15 consumer is oral, in that initial oral communication, that the debt collector is attempting to
16 collect a debt and that any information obtained will be used for that purpose, and the failure to
17 disclose in subsequent communications that the communication is from a debt collector,
18 except that this paragraph shall not apply to a formal pleading made in connection with a legal
19 action.

20
21 NOTE - The Omnibus Appropriation bill (13) which was signed into law on Sept. 30th, 1996
22 included an amendment to the Fair Debt Collection Practices Act. The amendment requires the
23 debt collector to give the mini-Miranda warning in the initial communication but, in all
24 subsequent communications with the debtor, the debt collector must disclose that ..."This
25 communication is from a debt collector."

1 This amendment became effective December 31, 1996. Attorneys who are involved either in the
2 collection process or with foreclosures and/or consumer bankruptcies must be alert to their
3 obligations under the Act. Once the first contact has been made with a debtor, a written
4 validation notice must be sent to the debtor, on a one-time basis, within five days (which must
5 also contain the mini-Miranda warning).

6
7 Thereafter, **all communications** with a debtor, whether written or oral, must contain the "mini-
8 Miranda" warning. **This includes telephone conversations**, correspondence, demand letters,
9 stipulations, notices, discovery, receipts of payment and post-judgment remedies.

10
11 NOTE - in accordance with the recent amendment, § 807(11) does not apply to formal legal
12 pleadings made in connection with a legal action.
13

14 **Plaintiff demands judgment for \$1000.00**

15 **Count III**

16 The Defendant also violated Section 809. Validation of debts [15 USC 1692g]
17 of the DCPA by not providing proof of the alleged debt as requested by the Plaintiffs letter of
18 September 3 2010 by continuous collection activity prior to validation of the debt.

19
20 (b) If the consumer notifies the debt collector in writing within the thirty-day period described in
21 subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer requests the
22 name and address of the original creditor, the debt collector shall cease collection of the debt, or
23 any disputed portion thereof, until the debt collector obtains verification of the debt or any copy
24 of a judgment, or the name and address of the original creditor, and a copy of such verification or
25 judgment, or name and address of the original creditor, is mailed to the consumer by the debt
26 collector.
27
28

29 **Plaintiff demands judgment for \$1000.00**

1
Count V

2
§ 604. Permissible purposes of consumer reports [15 U.S.C. § 1681b]

3
In accordance with the written instructions of the consumer to whom it relates

5
No permissible purpose to pull the report. On or about July 9th the Defendant
6
preformed an inquiry into the Plaintiffs Experian, Equifax and TransUnion reports.

7
The Defendant has not provided acceptable proof of any alleged debt subsequently
8
violating the following in the FCRA, There was no authorization by the Plaintiff to
9
pull the report.

10
Plaintiff demands judgment for \$3000.00

11
WHEREFORE, the defendant has violated the Fair Credit Reporting Act and the Fair Debt

12
Collection Practices Act, Plaintiff demands judgment in the amount of \$6,000.00, plus all costs

13
14
of this action along with punitive damages in the amount of \$150,000.00

15
Complaint/Statement of Claim against The Creditor

16
The Law of Agency applies in this matter.

17
The Plaintiff had contacted the Defendant NEW MILLENNIUM on or about August 2010
18
in reference to erroneous and inaccurate reporting in the Plaintiffs Credit Report this is
19
covered under the FCRA. The Fair Credit Reporting Act 15 USC Section §1681, *et se*

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3 PLAINTIFFS' STATEMENT OF CLAIM
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COMES NOW the Plaintiff, Hassie-Demond; Nowlin.

Plaintiff respectfully submits Plaintiffs Statement of Claim.

The Defendant NEW MILLENNIUM is a credit lender and as such governed under the law by
The Fair Credit Reporting Act 15 USC §1681, *et seq.* and also reports these accounts to the
national credit reporting agencies i.e. Trans Union, Equifax, Experian and Innovis all national
credit reporting agencies

**The State of North Carolina abides by and adheres to these laws. Thus establishing
the jurisdiction of this honorable court. Specifically the Fair Credit Reporting Act §
618 15 USC §1681p, *et seq.***

The Plaintiff denies ever having any contractual agreement for credit, loans or services
relationship with the Defendant. Even if the Plaintiff did have such an agreement, which the
Plaintiff denies, the alleged account is not in question here. But the fact as to how it was or was
not verified and wrongful actions of the Defendant in inserting erroneous and inaccurate
information and failure to indicate the account is in dispute in the Plaintiffs credit reports,
violated the civil rights of the Plaintiff and the law as outlined in The Fair Credit Reporting Act
15 USC §1681, *et seq.*

The Plaintiff requested a copy of his Credit Report from Experian/Equifax/TransUnion on June
28,2010. Upon inspection of the said report the Plaintiff observed that NEW MILLENNIUM
was listed on the Plaintiffs TransUnion,Experian and Equifax credit report. NEW
MILLENNIUM has never contacted the Plaintiff at any time prior to today's date with any
allegations of any alleged debt/account. The Plaintiff has not now or ever had any business
affiliation or relationship with NEW MILLENNIUM has never applied for any type of mortgage,

1 loan, credit card or insurance or employment reasons with the Defendant. The Plaintiff
2 contacted the Defendant by U.S. Postal Service Certified Mail Return Receipt on June 28, 2010
3 which the Defendant received on July 10th 2010 asking for proof of this alleged account. After
4 not receiving any answer from the Defendant, the Plaintiff contacted the Defendant on October
5 29th 2010 with a final notice of Pending Lawsuit in an attempt to settle this situation amicably to
6 try and get a response from the Defendant prior to filing this complaint.

7
8 The Defendant received this letter on October 10th 2010 via certified US Mail. The Defendant
9 has never responded to the Plaintiff. The Plaintiff has tried every way possible to resolve these
10 issues but has never received an answer from NEW MILLENNIUM forcing the Plaintiff to this
11 court action in order for the court to intervene in this matter. The derogatory erroneous and
12 inaccurate information still remains on the Plaintiff's Credit report to date. The Plaintiff has
13 requested confirmation/disputed this alleged account with TransUnoin/Experian and Equifax on
14 several occasions and TransUnoin/Experian and Equifax have confirmed that they are reporting
15 it correctly as advised to TransUnoin/Experian and Equifax by NEW MILLENNIUM. The
16 Defendant must also inform notice of dispute to the Major Credit Reporting agencies that the
17 alleged debt is in dispute, which the Defendant has not done. The Defendant has continued
18 reporting erroneous and inaccurate information by updating the Plaintiffs credit report for more
19 than two years even after informing the Defendant of this and asking for proof of any account
20 and has done so to-date. The Defendant is in violation the Fair Credit Reporting Act
21
22

23 [15 U.S.C. § 1681s-2], *et seq.* As follows:

- 24
25 A. Failure to inform the National Credit Reporting Agencies that the alleged account is in
26 dispute.
27
28
29
30

1 B. Continually updating the Plaintiff's credit report with this erroneous and inaccurate
2 information for over two years.

3 Plaintiff re-alleges the allegations set forth in paragraphs.
4

5 **VIOLATIONS OF THE FAIR CREDIT REPORTING ACT**

6 According to the Fair Credit Reporting Act, section 623. Responsibilities of furnishers of
7 information to consumer reporting agencies [15 U.S.C. § 1681s-2]:
8

9 (a) Duty of furnishers of information to provide accurate information.
10

11 (1) Prohibition.

12 (A) Reporting information with actual knowledge of errors. A person shall not furnish any
13 information relating to a consumer to any consumer-reporting agency if the person knows or
14 consciously avoids knowing that the information is inaccurate.
15

16 (B) Reporting information after notice and confirmation of errors. A person shall not furnish
17 information relating to a consumer to any consumer-reporting agency if
18

19 (i) the person has been notified by the consumer, at the address specified by the person for such
20 notices, that specific information is inaccurate; and
21

22 (ii) the information is, in fact, inaccurate.
23

24 (2) Duty to correct and update information. A person who
25

26 (A) regularly and in the ordinary course of business furnishes information to one or more
27 consumer reporting agencies about the person's transactions or experiences with any consumer;
28 and
29

1 (B) has furnished to a consumer reporting agency information that the person determines is not
2 complete or accurate, shall promptly notify the consumer reporting agency of that determination
3 and provide to the agency any corrections to that information, or any additional information, that
4 is necessary to make the information provided by the person to the agency complete and
5 accurate, and shall not thereafter furnish to the agency any of the information that remains not
6 complete or accurate.
7

8 (3) Duty to provide notice of dispute. If the completeness or accuracy of any information
9 furnished by any person to any consumer reporting agency is disputed to such person by a
10 consumer, the person may not furnish the information to any consumer reporting agency without
11 notice that such information is disputed by the consumer.
12

14 (b) Duties of furnishers of information upon notice of dispute.
15

16 (1) In general. After receiving notice pursuant to section 611(a)(2) [§ 1681i] of a dispute with
17 regard to the completeness or accuracy of any information provided by a person to a consumer
18 reporting agency, the person shall
19

20 (A) conduct an investigation with respect to the disputed information;
21

22 (B) review all relevant information provided by the consumer reporting agency pursuant to
23 section 611(a)(2) [§ 1681i];
24

25 (C) report the results of the investigation to the consumer reporting agency; and
26

27 (D) if the investigation finds that the information is incomplete or inaccurate, report those results
28 to all other consumer reporting agencies to which the person furnished the information and that
29 compile and maintain files on consumers on a nationwide basis.
30

(2) Deadline. A person shall complete all investigations, reviews, and reports required under paragraph (1) regarding information provided by the person to a consumer reporting agency, before the expiration of the period under section 611(a)(1) [§ 1681i] within which the consumer reporting agency is required to complete actions required by that section regarding that information.

The information from NEW MILLENNIUM Services on the Experian/Equifax/TransUnion credit reports of Plaintiff does not reflect that the information is disputed by the consumer.

According to the Fair Credit Reporting Act, 616. Civil liability for willful noncompliance [15 U.S.C. § 1681n], (a) In general. Any person who willfully fails to comply with any requirement imposed under this title with respect to any consumer is liable to that consumer in an amount equal to the sum of (1) (A) any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100 and not more than \$1,000, (2) such amount of punitive damages as the court may allow; and (3) in the case of any successful action to enforce any liability under this section, the costs of the action together with reasonable attorney's fees as determined by the court.

Plaintiff demands Judgment in the amount of \$12,000.00 for each month the Defendant violated the act by updating the Plaintiffs credit reports with inaccurate and erroneous information.

Plaintiff re-alleges the allegations set forth in paragraphs.

VIOLATION OF THE FAIR CREDIT REPORTING ACT

According to the Fair Credit Reporting Act, section 623. Responsibilities of furnishers of information to consumer reporting agencies [15 U.S.C. § 1681s-2]:

(a) Duty of furnishers of information to provide accurate information

1 (1) Prohibition.

2 (A) Reporting information with actual knowledge of errors. A person shall not furnish any
3 information relating to a consumer to any consumer-reporting agency if the person knows or
4 consciously avoids knowing that the information is inaccurate.

5 (B) Reporting information after notice and confirmation of errors. A person shall not furnish
6 information relating to a consumer to any consumer-reporting agency if

7 (i) the person has been notified by the consumer, at the address specified by the person for such
8 notices, that specific information is inaccurate; and

9 (ii) the information is, in fact, inaccurate.

10 (2) Duty to correct and update information. A person who

11 (A) regularly and in the ordinary course of business furnishes information to one or more
12 consumer reporting agencies about the person's transactions or experiences with any consumer;
13 and

14 (B) has furnished to a consumer reporting agency information that the person determines is not
15 complete or accurate, shall promptly notify the consumer reporting agency of that determination
16 and provide to the agency any corrections to that information, or any additional information, that
17 is necessary to make the information provided by the person to the agency complete and
18 accurate, and shall not thereafter furnish to the agency any of the information that remains not
19 complete or accurate.

20 (3) Duty to provide notice of dispute. If the completeness or accuracy of any information
21 furnished by any person to any consumer reporting agency is disputed to such person by a

1 consumer, the person may not furnish the information to any consumer reporting agency without
2 notice that such information is disputed by the consumer.

3 (b) Duties of furnishers of information upon notice of dispute.

4 (1) In general. After receiving notice pursuant to section 611(a)(2) [§ 1681i] of a dispute with
5 regard to the completeness or accuracy of any information provided by a person to a consumer
6 reporting agency, the person shall

7 (A) conduct an investigation with respect to the disputed information;

8 (B) review all relevant information provided by the consumer reporting agency pursuant to
9 section 611(a)(2) [§ 1681i];

10 (C) report the results of the investigation to the consumer reporting agency; and

11 (D) if the investigation finds that the information is incomplete or inaccurate, report those results
12 to all other consumer reporting agencies to which the person furnished the information and that
13 compile and maintain files on consumers on a nationwide basis.

14 (2) Deadline. A person shall complete all investigations, reviews, and reports required under
15 paragraph (1) regarding information provided by the person to a consumer reporting agency,
16 before the expiration of the period under section 611(a)(1) [§ 1681i] within which the consumer
17 reporting agency is required to complete actions required by that section regarding that
18 information.

19 Plaintiff demands Judgment in the amount of \$24,000.00 for each month the Defendant has
20 failed to report the alleged account in dispute.

21 Plaintiff re-alleges the allegations set forth in paragraphs.

1 Plaintiff has notified defendant NEW MILLENNIUM multiple times by certified mail that the
2 Plaintiff disputes the inaccurate information.

3 Defendant NEW MILLENNIUM continues to report the alleged debt on the Experian and
4 Equifax credit report of Plaintiff to date.

5 According to the Fair Credit Reporting Act, 616. Civil liability for willful noncompliance [15
6 U.S.C. § 1681n], (a) In general. Any person who willfully fails to comply with any requirement
7 imposed under this title with respect to any consumer is liable to that consumer in an amount
8 equal to the sum of (1) (A) any actual damages sustained by the consumer as a result of the
9 failure or damages of not less than \$100 and not more than \$1,000, (2) such amount of punitive
10 damages as the court may allow; and (3) in the case of any successful action to enforce any
11 liability under this section, the costs of the action together with reasonable attorney's fees as
12 determined by the court.
13

14 Plaintiff has a negative Experian credit score of 615 as of this date and has been denied credit
15 and at reasonable rates because of the willful noncompliance actions erroneous and inaccurate
16 reporting and/or inaction's of the defendants.
17

18 According to the Fair Credit Reporting Act, 617. Civil liability for negligent noncompliance [15
19 U.S.C. § 1681o]
20

21 (a) In general. Any person who is negligent in failing to comply with any requirement imposed
22 under this title with respect to any consumer is liable to that consumer in an amount equal to the
23 sum of
24

25 (1) any actual damages sustained by the consumer as a result of the failure;
26
27

28
29
30

1 (2) in the case of any successful action to enforce any liability under this section, the costs of the
2 action together with reasonable attorney's fees as determined by the court.

3 Plaintiff has a negative Experian credit score of 615 as of this date and has been denied credit at
4 reasonable rates because of the negligent noncompliance actions and/or inaction's of the
5 defendant. Plaintiff has suffered injury in the form of Defamation of character

6
7 THEREFORE Plaintiff requests judgment against Defendant for damages of \$50,000.00 plus
8 costs and fees and punitive damages as allowed by the court.

9
10 Defendant NEW MILLENNIUM has never obtained verification of the account or
11 mailed/provided such verification to the Plaintiff.

12
13 WHEREFORE, the defendant has violated the Fair Credit Reporting Act. Plaintiff demands
14 Judgment in the amount of \$12000, plus all costs of this action along with punitive damages in
15 the amount of \$150,000.00

16
17 Respectfully submitted this 29th day of October 2010

18
19
20
21 

22 HASSIE-DEMOND ;NOWLIN, Plaintiff

23
24 hdknowlin@hotmail.com

25 c/o 2020 Anthony Court

26
27 Greensboro, North Carolina

28
29 (336)327-5716

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CERTIFICATE OF SERVICE
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11 I hereby certify that a copy of the forgoing complaint Hassie-Demond;
12 Nowlin vs. NEW MILLENNIUM 57 LIVINGSTON AVE NEW
13 BRUNSWICK NEW JERSEY Was mailed by US certified mail # 7005 3110
14 0003 4792 9126 NEW MILLENNIUM. On October 29th 2010
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Hassie Demond Nowlin

HASSIE-DEMOND ;NOWLIN, Plaintiff
hdknowlin@hotmail.com
c/o 2020 Anthony Court
Greensboro, North Carolina